STAFF RESPONSES TO COMMENTS RECEIVED
on the
PROPOSED CHANGES TO SECTION VII - AFFORDABLE HOUSING - 03/04/08 – PUBLIC HEARING DRAFT

Gloria Freeman/Norm Pacun ("F/P#1") – via Email #1 - 02/18/08

F/P#1 COMMENT 1: ***Page 4*** *marginal note regarding* ***Section 2-3****. There is a reference to "conversion of uses" in other sections of the ByLaw "that may be revised to add affordable provisions / requirements…" We would appreciate knowing at this time what those conversions might include, and when this was discussed. It would help us to decide whether we can support this change or not.*

Marginal Note - Page 4, Section 2-3

Section 2-3 establishes the requirements for all homeownership units created under the Bylaw. This structure lends itself to be "linked-to" other sections of the Bylaw that may be revised to add affordable provisions/requirements (e.g., conversion of uses, etc.)

RESPONSE: The reference to "*conversion of other uses*" is to Comprehensive Plan Action Item AH18. This note is intended to relay the notion that the proposed new "modular" format provides the opportunity to add additional provisions such as those noted in the Comprehensive Plan and not yet drafted related to affordable housing zoning (or potentially other future measures) without having to reiterate the requirements for affordable rental and ownership units each time a new section is proposed.

Currently, there is no proposal for the "conversion of other uses" under consideration. This example was used to illustrate future expandability of the document, with a potential approach articulated in an approved Town document. As with any proposed zoning changes, if there is any consideration of the "conversion of other uses" measures indicated in AH18 in the future, those changes would be discussed at public meetings, hearings and ultimately Town Meeting, providing opportunities to express support support/non support of any specific changes brought forward at any point in the public process.

F/P#1 COMMENT 2: ***Page 4, Section 2-3.D****. What happens if the unit has not sold within 90 days, and the Town does not want to buy it; or does not have the money; or does not act quickly enough to buy it under its right of first refusal? Can the owner then sell it at the market value? Does the owner have to hold the house forever for Affordable Housing? And if the Town does buy it, then what will happen? In today's real estate market, the Town could be faced with buying many houses it is unable to sell and faced with going into the real estate/landlord business.*

Public Hearing Draft Text - Page 4, Section 2-3.D:

A. If a unit is offered for sale, the purchaser and the Town shall sign an agreement

setting forth the procedure for establishing a resale price to keep the unit affordable upon its sale and granting the Town the right of first refusal should the seller fail to enter into a bona fide purchase and sale agreement with an ***income eligible*** buyer within ninety (90) days of the date that the unit is originally offered for sale.

RESPONSE: Please note that the language of this provision is the same as the language already included in the "Inclusionary" bylaw approved by Town Meeting in 2005. Inclusion of this type of provision in no way obligates the Town to take any action towards purchase. This section has been reformatted as noted above to consolidate all requirements related to affordable home ownership units approved under any section of the bylaw.

If the Town does not exercise its right, the above paragraph notes that all ownership units need to be in perpetuity. Including such a provision that is also included deed restrictions provides potential for the Town to purchase such units in the future if this is something deemed to be desirable.

F/P#1 COMMENT 3: ***Page 11, Section 2-5.C.4.*** *The proposed buy-out cost is $372,775 – certainly better than what is currently required - but still much less expensive than providing a market unit. Which developer/builder would provide an affordable unit on site, given the opportunity to buy-out for this lesser amount? Where could you buy land and construct a house for $372,775? (To the extent it appears to say otherwise, the marginal note is misleading.) Suppose the former Dolphin site had to meet this requirement? Would the developer build affordable houses on site or buy-out? If the purpose is "to provide the opportunity to create various types of high-quality dwelling units affordable to low or moderate income households", why allow a buy-out which, by virtue of the amount of profit to the builder, will always be what is requested. While our preference would be to assure affordable housing through the requirement for such to be on site, was any consideration given to assess the buy-out in proportion to the market value of the houses which are to be built?*

Public Hearing Draft Text - Page 11, Section 2-5.C.4.

4. Fee in Lieu of Units

The Planning Board may allow a development of non-rental dwelling units to make a cash payment to the Town through its Affordable Housing Trust Fund for each ***affordable*** unit required by these regulations. The cash payment per unit shall be equal to six and one-half (6.5) times the annual income of an ***income-eligible*** household of four.

RESPONSE: The rationale for increasing original multiplier is based upon the premise that the proposed revisions to the "Density Bonus" section clarify that the Planning Board can grant a bonus greater than underlying zoning district density and the lowering of the applicability threshold from 10 units to 5 units. The intended effect of applying a multiplier to AMI is to approximate the "affordability gap" or the estimated the developer "subsidy" to provide affordable housing for the baseline project.

For example, assuming Chatham's median house price of $597,500 for 2007 (Banker & Tradesman), a development of five (5) units (the proposed new threshold) without the

mandatory provision could presumably sell all the units for a total revenue of $2,978,500 (5 x $597,500). With the mandatory requirement for one of the units to be affordable and the corresponding maximum market price of approximately $170,000 (3 bedrooms – family of 4) for the required affordable unit, the developer is effectively providing a "subsidy" of approximately $427,500 ($597,500 - $170,000) as a result of this requirement. Fixing a multiplier that results in a value higher than the so called "affordability gap" runs the risk of crossing the line between "valid fees" and "invalid taxes". The original approval by the Attorney General of the Mandatory Inclusionary Provision included a caution regarding setting this amount.

The 6.5 multiplier included in the draft was based upon 2005 numbers and based upon the above 2007 example, increasing the multiplier to 7.5 ("Affordability Gap" [$427,500] ÷ "Area Median Income" [$57,350]) could be considered by the Board (See Proposed Amendment #1 below). The original multiplier of 3 was selected as the first version of this section did not in include any meaningful density bonus, as it allows only additional affordable units not market units.

The ultimate discretion is left to the planning board to craft a Special Permit that is most advantageous when considering options other than the provision of on-site units. While not a one-for-one relationship with the payment in lieu of option in the free market based upon median price, payment into the Affordable Housing Trust Fund coupled with other funding sources or contributions (i.e. land) could potentially provide opportunities to leverage funds for a greater unit yield.

Proposed Amendment (#1) to 03/04/08 Draft

5. Fee in Lieu of Units

The Planning Board may allow a development of non-rental dwelling units to make a cash payment to the Town through its Affordable Housing Trust Fund for each ***affordable*** unit required by these regulations. The cash payment per unit shall be equal to ~~six~~ seven and one-half (~~6~~7.5) times the annual income of an ***income-eligible*** household of four.

F/P#1 COMMENT 4: ***Page 12, Section 2-5.D.3*** *The last two sentences are confusing and may be a printer's error.*

Public Hearing Draft Text - Page 12, Section 2-5.D.3.

3. Deed Restriction

A ***deed restriction*** shall be placed upon the property limiting the rental rate or the resale price in perpetuity. The rental rate shall be restricted to meet the definition of ***affordable price*** under this Section. The formula for setting the resale price shall be as follows; at the time of the original purchase, a multiplier shall be determined by dividing the sales price by the ***AMI*** for the Barnstable County MSA as provided by the federal Department of Housing and Urban

Development (HUD). At the time of sale of the unit, the multiplier times the ***AMI*** at the time of the sale (HUD). At the time of sale of the unit, the multiplier times the AMI at the time of the sale shall be the maximum sale price.

RESPONSE: The language of the last two sentences is carried forward from the current bylaw. The first sentence deals with calculating and establishing the multiplier that will become part of the deed restriction. The second sentence deals with when the deed restricted unit is sold in the future, applying the multiplier established in the first sentence to the applicable median income, effectively indexing the resale price to AMI. This multiplying limits substantial gains by homeowners in deed restricted units establishing the maximum sales price the seller simply adjusted for AMI. This language refers to establishing the resale price.

Addition of the word "resale" is a potential amendment the Planning Board could consider to clarify the process described in this section (see Proposed Amendment #2). Resale is the term referenced in the DHCD approved (2006) "Universal Deed Rider" (see below excerpt)

MassHousing Uniform Instrument – Resale References

Resale Fee means a fee of _____% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____is hereby assigned to the Property. **Term** means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

Proposed Amendment (#2) to 03/04/08 Draft

4. Deed Restriction

A ***deed restriction*** shall be placed upon the property limiting the rental rate or the resale price in perpetuity. The rental rate shall be restricted to meet the definition of ***affordable price*** under this Section. The formula for setting the resale price shall be as follows; at the time of the original purchase, a multiplier shall be determined by dividing the sales price by the ***AMI*** for the Barnstable County MSA as provided by the federal Department of Housing and Urban Development (HUD). At the time of sale of the unit, the multiplier times the ***AMI*** at the time of the sale (HUD). At the time of resale of the unit, the multiplier times the AMI at the time of the sale shall be the maximum sale price.

F/P#1 COMMENT 5: ***Page 12, Section 2-5.D.4.*** *Please see questions and concerns above regarding page 4, Section 2-3.D.*

Public Hearing Draft Text - Page 12, Section 2-5.D.4.

5. Resale Agreement

If a unit is offered for sale, the purchaser and the Town shall sign an agreement setting forth the procedure for establishing a resale price to keep the unit ***affordable*** upon its sale and granting the Town the right of first refusal should the seller fail to enter into a bona fide purchase and sale agreement with an ***income eligible*** buyer within ninety (90) days of the date that the unit is originally offered for sale.

RESPONSE: See above response to Comment 2.

F/P#1 COMMENT 6: ***Page 14, Section 2-5.G.*** *states that if "Applicant constructs a greater number of affordable dwelling units than the mandatory twenty percent and the units are located within the proposed development" (underlining ours), he or she may be granted a density bonus. We would like to confirm that an applicant cannot buy-out of constructing this possible affordable unit or units within the proposed development– that the statement in* ***Section 2-5, C.4 (page 11)****, that "The Planning Board may allow a development of non-rental dwelling units to make a cash payment to the Town through its Affordable Housing Trust Fund for each (underlining ours) affordable unit required by these regulations" does not supercede the provision that the affordable bonus units must be located within the proposed development. Our view would be that there should not be any density bonus units at all unless all affordable units are constructed on-site, and that the marginal note should confirm this. Depending upon your response to this, we recommend that the words "notwithstanding the provisions of* ***Section C.2.3. or 4.*** *above" be added to the end of* ***Section G. Density Bonus****.*

Public Hearing Draft Text - Page 14, Section 2-5.G.

G. Density Bonus

A development subject to this Section shall comply with the density and dimensional requirements set forth in Section III unless the Planning Board approves a Density Bonus for additional affordable units. A Density Bonus not exceeding 80% of the total number of units permitted in the underlying zoning district may be granted by the Planning Board, provided the Applicant constructs a greater number of affordable dwelling units than the mandatory ***twenty percent*** and the units are located within the proposed development.

RESPONSE: To clarify the Density Bonus section the following amendment (#3) is proposed modeled on Cambridge/Massachusetts Smart Growth Toolkit examples.

Proposed Amendment (#3) to 03/04/08 Draft

G. Density Bonus

A development subject to this Section shall comply with the density and dimensional requirements set forth in Section III unless the Planning Board approves a Density Bonus. To facilitate the purpose and intent of Section VII. 2., Affordable Housing. Modifications to the dimensional requirements in any zoning district may be permitted for any project under Section 2-5, subject to the following:

1. Minimum Lot Area - The minimum lot area per dwelling unit normally required in the applicable zoning district shall be reduced by that amount necessary to permit up to two (2) additional units on the lot for each one (1) Affordable Unit required in this Section.

2. Mandatory Percentage - For any project under this Section that includes a total number of dwelling units that exceeds the maximum density allowed as of right in the underlying zoning district, the number of affordable units shall be no less than **10%** percent of the total number of dwelling units in the project; however, the number of additional units permitted under the above paragraph above shall not be further increased.

3. Special Permit - In issuing a Special Permit the Planning Board shall find that the additional dwelling unit(s) permitted will not create a development significantly different in scale, density, or placement on the lot than can be found on adjacent lots or in the surrounding neighborhood; or if the development is significantly more dense, larger in scale or closer to the lot lines than can be found on adjacent lots, the Planning Board shall find that the size or shape of the lot, the characteristics of development on abutting lots, and the nature of the design proposed on the subject lot mitigate any negative impact that such additional development may impose. In making its findings the Planning Board shall consider the other kinds of dimensional relief that the development may require and the extent to which such relief varies from the requirements of the zoning district.

4. On-Site Unit Requirement - ***Affordable*** units required by this Section shall be provided on-site. However, approval for alternate means of compliance noted in Section 2-5.C., Methods of Providing Affordable Dwelling Units, may be granted by the Planning Board in certain exceptional circumstances. In granting such approval, the Planning Board must find that the property owner has demonstrated that building the required affordable units on-site would create a significant hardship. A significant hardship shall be defined as being of such significance that the property can not physically accommodate the required affordable units and/or related requirements, such as height, setbacks, or parking. To have such a request considered, the burden of proof shall be on the property owner, who must make full disclosure to the Planning Board of all relevant information. The Planning Board's approval of the request shall be based upon the demonstration of hardship made by the property owner.

Comments 7, 8, 9 & 10 and their responses grouped below as they refer to the proposed Section 2-5.G.1 below.

Public Hearing Draft Text - Page 15, Section 2-5.G.1.a. through e.

1. Review Criteria

In addition to addressing the applicable Special Permit criteria in Section VIII.C.4., when considering a Density Bonus the Planning Board shall evaluate, as appropriate, the following:

a. ***Affordable*** units shall be generally comparable in size and materials to dwelling units in the neighborhood or in the projection which it is located.

b. To ensure livability, ***affordable*** units shall be generally comparable in size and materials to the other units in the overall project and consistent with local needs for affordable housing as

c. Where appropriate exteriors of ***affordable*** units shall closely resemble the exteriors of other units in a project, and shall be reasonably distributed throughout the project.

d. At least one (1) parking space for each affordable unit shall be provided.

e. The ***affordable*** units shall, comply with the applicable provisions of Section VII. 2-2. for rental projects and Section VII. 2-3. for homeownership projects.

F/P#1 COMMENT 7: ***Page 15, Section 2-5.G.1.*** *Does the Review Criteria apply to only affordable density bonus units or all affordable units constructed on site?*

RESPONSE: Comment noted. Review Criteria proposed to be moved to new Section 2-5.B.3. to clarify the criteria applies to all affordable units (see Proposed Amendment #4).

F/P#1 COMMENT 8: ***Page 15, Section 2-5.G.1.*** *You quoted from the Cambridge ByLaw and it is our recollection that the review criteria included "scale". If so, why was this omitted from the Review Criteria proposed?*

RESPONSE: Comment noted – typographic error. Please note proposed amendment (#4) to Section 2-5.B.3.a below, which references the "Cambridge" criteria and specifically scale.

F/P#1 COMMENT 9: ***Page 15, Section 2-5.G.1.b.*** *Something has been omitted at the sentence's end.*

RESPONSE: Comment noted – typographic error. Please note proposed amendment (#4) to Section 2-5.B.3.c below "as" is dropped.

F/P#1 COMMENT 10: ***Page 15, Section 2-5. G.1.d.*** *At least one parking space for each affordable unit is required. Shouldn't this be two spaces, and if not, where will additional family cars be parked for the affordable unit(s)? Our reading is that affordable density bonus units will require only one parking space, or does this apply to all affordable units? Where will guests or service and delivery vehicles park, and why differentiate between affordable and market units?*

RESPONSE: The intent of the language of "at least one" is to provide the Planning Board with flexibility in its review of plans to minimize land disturbances under appropriate conditions. However, please note that Proposed Amendment #4 includes two (2) parking spaces as noted in this comment for the Board's consideration.

Proposed Amendment (#4) to 03/04/08 Draft:

Move the criteria of **Section 2-5.G.1.** to a **new Section 2-5.B.3** as follows with revisions into Special Permit Review Criteria**:**

3. Special Permit Review Criteria

In addition to addressing the applicable Special Permit criteria in Section VIII.C.4., when considering ***Affordable*** Dwelling Unit, Mandatory Provision Special Permit, with or without a Density Bonus, the Planning Board shall evaluate, as appropriate, the following:

a. Impact on neighborhood character. How new ***affordable*** housing fits neighborhood character. In existing residential neighborhoods, housing should be built at scale, density, and character consistent with existing development patterns.

b. Size and materials provided. ***Affordable*** units shall be generally comparable in size and materials to dwelling units in the surrounding neighborhood or in the project~~ion~~ which it is located.

c. Local needs for affordable housing. To ensure livability, ***affordable*** units shall be generally comparable in size and materials to the other units in the overall project and consistent with local needs for affordable housing.

d. Where appropriate exteriors of ***affordable*** units shall closely resemble the exteriors of other units in a project, and shall be reasonably distributed throughout the project.

e. ~~At least one (1)~~ Two (2) parking spaces for each affordable unit shall be provided.

e. The ***affordable*** units shall, comply with the applicable provisions of Section VII. 2-2. for rental projects and Section VII. 2-3. for homeownership projects.

F/P#1 COMMENT 11: ***Page 15, Sect. 4, a., subsections 1 through 4*** *should be rewritten to include the new, proposed language, preceded by a comma, rather than as non-sentence add-ons.*

Public Hearing Draft Text - Page 15, Sect. 4, a., subsections 1 through 4

4. Apartment, Incidental to a Commercial Use and Industrial Use

Permitted in the Industrial I Districts and allowed by special permit in the General Business (GB) Districts as follows:

a. The use shall comply with the dimensional requirements stipulated in Appendix II for the commercial use provided:

1. The area of any lot shall provide not less than ten thousand (10,000) square feet of buildable upland for each apartment. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** where the area of any lot shall provide not less than five thousand (5,000) square feet of buildable upland for each apartment.

2. In the GB District there shall be no more than four (4) apartments in one building. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

3. There shall be living quarters of not more than two (2) stories above finish grade and none below such level.

4. In the Industrial District, there shall be no more than one (1) two-bedroom apartment per lot incidental to the commercial or industrial use. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

RESPONSE: Comment noted. Also see Proposed Amendment #8 that proposes to use a semi colon.

Proposed Amendment (#5) to 03/04/08 Draft:

4. Apartment, Incidental to a Commercial Use and Industrial Use

Permitted in the Industrial I Districts and allowed by special permit in the General Business (GB) Districts as follows:

a. The use shall comply with the dimensional requirements stipulated in Appendix II for the commercial use provided:

   1. The area of any lot shall provide not less than ten thousand (10,000) square feet of buildable upland for each apartment. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** where the area of any lot shall provide not less than five thousand (5,000) square feet of buildable upland for each apartment~~.~~.

   2. In the GB District there shall be no more than four (4) apartments in one building. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***~~.~~.

   3. There shall be living quarters of not more than two (2) stories above finish grade and none below such level~~.~~.

   4. In the Industrial District, there shall be no more than one (1) two-bedroom apartment per lot incidental to the commercial or industrial use. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***~~.~~.

F/P#1 COMMENT 12: ***Page 15, Sect. 4. a., subsections 2 and 4*** *contain no limit whatsoever for the number of apartments in one building. Is this the intent of the ByLaw, and, if so, why? In the Industrial District are any number of affordable apartments permitted as of right?*

RESPONSE: While there is no specific unit limit specified in the draft, the ability to create a large number of units is limited by two primary factors: 1) the apartment use needs to be incidental (less than 50%) to the primary permitted use and 2) the size of the lot. Both of these factors establish an individual limit for each lot. The intent of the bylaw is to allow greater density of apartments when the additional units are affordable under the parameters of Section 2. The average lot size in all the Industrial Districts in Town is approximately 13,680 s.f., which would result in, on average, only one additional apartment per lot based upon the 5,000 s.f. requirement.

In District I, one (1) Apartment Incidental to an Industrial Use (limited to two (2) bedrooms is a standard permitted use. The section does not currently include any reference to affordability. The proposed language change would allow additional apartments meeting the affordable parameters spelled out in the proposed draft. Projects would still need to meet the other applicable sections of the bylaw (e.g. parking, open space, coverage, etc…).

F/P#1 COMMENT 13: ***Page 15, Sect. 4, b.*** *How do the "nature" and "scale" of the permitted commercial/industrial uses on the lot" relate to residential use?*

Public Hearing Draft Text - Page 15, Sect. 4, b.

b. The residential use of the property shall be compatible with the nature and scale of the permitted commercial/industrial uses on the lot.

RESPONSE: The language of Section 4.b. is carried forward from the current bylaw. The commercial/industrial uses are primary and any residential is accessory.

F/P#1 COMMENT 14: ***Page 16, Sect. 5, 12:*** *The omission of the word "additional" creates an entirely different provision for Guest Houses in the ByLaw. It not only allows the guest unit to be converted to an Affordable Apartment, but also allows a substantive change in the ByLaw (deleting a requirement that a lot contain at least the minimum lot area in the applicable zoning district in order to support a guest house/affordable apartment). What is the reason for this change which is not related to Affordable Housing? Also, the marginal note is misleading by not even mentioning the effect of deleting the word "additional".*

Public Hearing Draft Text - Page 15, Sect. 4, b.

d. When such guest unit is part of the principal dwelling and is occupied by a member of the immediate family occupying the principal dwelling, the Zoning Board of Appeals may grant a Special Permit to waive the land area requirements for a one (1) bedroom guest unit. Such a duly approved guest unit may be converted to an ***Affordable Apartment Incidental to a Single Family Dwelling*** in accordance with the applicable requirements of Section VII. 2-2.

RESPONSE: The striking of the reference to additional is in light of a recent court case in order to bring this Section into compliance with past practice, administration and enforcement of the Bylaw. Striking additional does relate to affordable housing as it provides the Zoning Board of Appeals with the greater flexibility to waive the "buildable" upland requirements in creating Guest Units which could then be converted into deed restricted affordable housing in the future.

Gloria Freeman/Norm Pacun ("F/P#2") - via Email #2 - 2/18/08

F/P#2 COMMENT 1: ***Page 13, E. Review Criteria 1.*** *Additional Units: Could you please explain what this means and how it is to be applied? There is no explanatory marginal note, and it appears that any affordable unit(s) can be added on as a bonus. For example, on 100,000 sq. ft., in an R-20, if a plan is presented to construct five houses, is the affordable unit in addition to the five, allowing six? This seems to directly contradict Subsection B on page 10. Additionally can the Planning Board allow a fee in lieu of that sixth unit? And, on top of this, can a density bonus be requested?*

Public Hearing Draft Text - Page 13, E. Review Criteria 1.

E. Review Criteria

1. Additional Units

The ***affordable*** units provided under this Section may be in addition to the number of units allowed on the property under the other provisions of this Section, as a bonus.

RESPONSE: The language of Section 2-5, E.1. is carried forward from the current bylaw. With the proposed revisions to Section 2-5.G. Density Bonus this section should be deleted (see Proposed Amendment #3). This Section as drafted refers to the former density bonus section which only allowed additional density for affordable units only, which is unworkable from an economic standpoint as additional market rate units are needed to subsidize the creation of affordable units.

F/P#2 COMMENT 2: ***Page 9****, first marginal note, word "to" missing in 6th line.*

Marginal Note - Page 9

Upon achieving the Town, County and State affordable housing goal of 10%, this Section provides the ZBA with the ability to deny projects on the basis local affordable housing needs have been achieved.

RESPONSE: Comment noted – typographic error – correction to be made in final copy

F/P#2 COMMENT 3: ***Page 14****, first marginal note, the word "to" should be substituted for the word "the".*

Marginal Note - Page 14

The intent of this new Sub-Section is to provide additional provisions ~~the~~ to help attain the broad affordable housing goals articulated at the beginning of Section 2.

RESPONSE: Comment noted – typographic error – correction to be made in final copy

Hank Russian ("HR") - via Memo - 2/19/08

HR COMMENT 1: *Under 2.2 E (3): What occurs if at some point in time within the 5-year mandatory period, there are no tenants who qualify, or so few that the Owner cannot select one of the three presented? Does the 5-year extend for that period of non-occupancy be an eligible party or does the restriction continue and lapse after 5 consecutive years unless extended by mutual agreement?*

Public Hearing Draft Text – Page 6, Sections 2-4.B.2.i. & 2-4.B.2.j.

i. The Special Permit shall lapse in the event that the ***affordable*** apartment is not used for a period of two years. Upon application by the owner, the Zoning Board of Appeals may reinstate the Special Permit after a public hearing. If the reinstatement is not requested or is denied by the Zoning Board, the Zoning Enforcement Officer may order that the kitchen be removed from the apartment.

j. The Zoning Enforcement Officer has the authority to order the kitchen to be removed from the ***affordable*** apartment upon finding a violation of the conditions of the Special Permit issued under this section and in the event that the owner does not correct the violation in a timely manner, after being given proper notice.

RESPONSE: Under the above scenario from a local enforcement perspective, the conditions of Section 2-4.B.2.i. & j. would be "triggered". Section 2-4.B.2.i. as currently written indicates a two (2) year period. Failure to provide annual reporting information would initiate enforcement and removal of kitchen as required in 2-4.B.2.j. From a unit counting perspective if the unit is not occupied an annual lease can not be provided to the LPA, that unit could not be counted again until it is occupied again. Any funding provided based upon the minimum five (5) year commitment would most likely need to be returned in some pro-rated fashion (this would be determined by the entity providing any funds) for failure to meet the commitment.

HR COMMENT 2: *If the owner is not presented with a satisfactory eligible party, within the 5-year period, will the restriction lapse?*

RESPONSE: As noted above Section 2-4.B.2.i. as currently written indicates the Special Permit will lapse in the event the affordable apartment is not used for a period of two (2) years.

HR COMMENT 3: *Could you provide a written example of how* ***Section 2-3 (c)*** *works using actual amounts, showing what the resale price would be as opposed to the fair market listing price?*

RESPONSE: See DHCD approved (2006) "Universal Deed Rider" excerpt below:

MassHousing Uniform Instrument – Resale References

> **Resale Fee** means a fee of _____% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.
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> **Resale Price Certificate** means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.
>
> **Resale Price Multiplier** means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____is hereby assigned to the Property. **Term** means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

The Resale Price Multiplier, is used to allow a sales price to be adjusted to a level consistent with area income levels in the future. This figure is calculated by taking the initial sales price and dividing it by the base income number (80% of AMI). For example, an initial two (2) bedroom condo home price is $154,000 and the current base income number is $57,350, the Resale Price Multiplier would be 2.69 ($154,000/$57,350) = 2.69.

Upon resale, the Resale Price Multiplier is multiplied by the updated area median income number to determine the maximum resale price. For example, if the original buyer decides to sell the home in 5 years, assuming the base income number has increased to $64,550 the resale price would be determined as follows: $64,550 x 2.69 ≈ $173,640.

In addition, the Monitoring Agent receives a resale fee (not more than 2.5% - see above excerpt) that can be added to the maximum resale price and would be paid by the buyer.

HR COMMENT 4: *What funds would be available for the Town to effectuate the right of first refusal under **Section 2-3 (D)**? Will the Town appropriate a sum certain for the Affordable Housing Trust fund upon passage of these revisions or does the Town have to wait until the next Town Meeting for the necessary appropriation?*

RESPONSE: If the Town decided to exercise a right of first refusal on an available property, a most likely source would be an allocation from the Town's Affordable Housing Trust Fund, however, other potential sources could include the CPA or Grants.

HR COMMENT 5: *Under the above section, if the Town does not exercise its right of first refusal, may it be because it has not appropriated the monies and thereupon, if the 90 days expire, may the owner now be able to sell at fair market value?*

RESPONSE: No, because the restriction would be perpetuity and would be bound by the limits established and described in the Universal Deed Rider above. The development of the Universal Deed Rider gives every possible opportunity to the municipality and local housing advocacy groups engaged to locate eligible buyers in the event of a resale or a foreclosure. Most importantly, it retains the affordability restriction even if an eligible buyer cannot be found. In this way, despite a temporary period of occupancy by an ineligible household (after diligent search by parties closest to the community), the unit remains subject to the affordable restriction. As a practical matter, this would mean that on resale, the owner would need to give the sponsor the opportunity to locate an eligible buyer and the owner would not be able to sell the unit for more than the maximum resale price. (see: http://www.ncsha.org/uploads/06AW_MA_Home_Encourage.pdf)

HR COMMENT 6: *Please consider placing the second sentence under Section 2-4 (C) (3) under (C) (2).*

Public Hearing Draft Text - Page 8-9, Section 2-4.C.2. & Section 2-4.C.3.

2. Program Qualification

The procedure for qualifying units that meet the threshold criteria for the ***Amnesty Program*** is as follows:

a. The unit or units must either be a single unit accessory to an owner occupied single-family dwelling or one or more units in a multi-family dwelling where there exists a legal multi-family use but one or more units are currently un-permitted;

b. The property owner must agree that if s/he receives a Special Permit, the unit or units for which amnesty is sought will be rented to an ***income eligible*** person or family and shall further agree that rent (including utilities) shall not exceed an ***affordable price***.

c. The property owner must agree, that if s/he receives a Special Permit, that s/he will execute a ***deed restriction*** in accordance with Section VII. 2-2 for the unit(s) for which amnesty is sought, prepared by the Town of Chatham, which runs with the property so as to be binding on and enforceable against any person claiming an interest in the property and which restricts the use of one or more units as rental units to an ***income eligible*** person or family.

3. **Program Procedure** - The procedure for obtaining amnesty is as follows:

   a. No zoning enforcement shall be undertaken against any property owner who demonstrates that s/he meets the ***Amnesty Program*** threshold criteria under Subsection C.1a. and/or b. and further demonstrates that s/he is proceeding in good faith to comply with the procedures to obtain a Special Permit.

   b. Any protection from zoning enforcement under this Section shall terminate when:

      1. A written determination by the Building Commissioner is issued under the applicable criteria of this Section cannot be satisfied; or

      2. It is determined that the property owner is not proceeding diligently with his/her Special Permit application; or

      3. The property owner's Special Permit application is denied. A person is deemed "not to be proceeding diligently" if s/he does not receive a Special Permit within 12 months from the date of the admission by real property owners that their property may be in violation of the Zoning Ordinances of the Town, or as such time extended by mutual agreement of the ZBA and the Applicant.

RESPONSE: Comment noted, it has been proposed as reflected in Proposed Amendment #6 that the second sentence of 2-4.C.3.b.3. be moved to Section 2-4.C.2 as this sentence reflects a qualification vs. procedure.

Proposed Amendment (#6) to 03/04/08 Draft:

2. **Program Qualification**

   The procedure for qualifying units that meet the threshold criteria for the ***Amnesty Program*** is as follows:

   a. The unit or units must either be a single unit accessory to an owner occupied single-family dwelling or one or more units in a multi-family dwelling where there exists a legal multi-family use but one or more units are currently un-permitted;

   b. The property owner must agree that if s/he receives a Special Permit, the unit or units for which amnesty is sought will be rented to an ***income eligible*** person or family and shall further agree that rent (including utilities) shall not exceed an ***affordable price***.

   c. The property owner must agree, that if s/he receives a Special Permit, that s/he will execute a ***deed restriction*** in accordance with Section VII. 2-2 for the unit(s) for which amnesty is sought, prepared by the Town of Chatham, which runs with the property so as to be binding on and enforceable against any person claiming an interest in the property and which restricts the use of one or more units as rental units to an ***income eligible*** person or family.

d. A person is deemed "not to be proceeding diligently" if s/he does not receive a Special Permit within 12 months from the date of the admission by real property owners that their property may be in violation of the Zoning Ordinances of the Town, or as such time extended by mutual agreement of the ZBA and the Applicant.

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b. Any protection from zoning enforcement under this Section shall terminate when:

1. A written determination by the Building Commissioner is issued under the applicable criteria of this Section cannot be satisfied; or

2. It is determined that the property owner is not proceeding diligently with his/her Special Permit application; or

3. The property owner's Special Permit application is denied. ~~A person is deemed "not to be proceeding diligently" if s/he does not receive a Special Permit within 12 months from the date of the admission by real property owners that their property may be in violation of the Zoning Ordinances of the Town, or as such time extended by mutual agreement of the ZBA and the Applicant.~~

HR COMMENT 7: *Please consider revising the title of* ***Section 5*** *to "Mandatory Provisions To All Development, Rehabilitation and Conversions." The current title does not seem to clearly define these important sections.*

Public Hearing Draft Text - Page 9, Section 2-5

2-5. Affordable Dwelling Units, Mandatory Provision

RESPONSE: See proposed amendment (#7) below to address the above comment. However, please note this section only applies to projects meeting the thresholds and not all projects.

Proposed Amendment (#7) to 03/04/08 Draft:

2-5. ~~Affordable Dwelling Units, Mandatory Provision~~ Mandatory Provisions To All Development, Rehabilitation and Conversions

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HR COMMENT 8: *On page 12, under "(a) Affordable units……in the projection…..," should the word 'projection' be "project?"*

RESPONSE: Comment noted – see proposed amendment below under Comment 9.

HR COMMENT 9: *To this criteria, could we add the words "surrounding neighborhood," which may be a more expansive phrase. The criteria with the "or" can limit the compatibility of the project to just comparing it to similar buildings on the project site.*

RESPONSE: Comment noted – see Proposed Amendment #4 adding the word "surrounding" and correcting the word "projection" to "project".

HR COMMENT 10: *On Page 12, Section 4, Apartment, Incidental to a Commercial Use and Industrial Use, under (a) (2) and (3), the separate sentence beginning with "Except" seems to hang out there. Should it be part of the preceding sentence with a semi-colon?*

Public Hearing Draft Text - Page 13, E. Review Criteria 1.

4. Apartment, Incidental to a Commercial Use and Industrial Use

Permitted in the Industrial I Districts and allowed by special permit in the General Business (GB) Districts as follows:

a. The use shall comply with the dimensional requirements stipulated in Appendix II for the commercial use provided:

1. The area of any lot shall provide not less than ten thousand (10,000) square feet of buildable upland for each apartment. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** where the area of any lot shall provide not less than five thousand (5,000) square feet of buildable upland for each apartment.

2. In the GB District there shall be no more than four (4) apartments in one building. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

3. There shall be living quarters of not more than two (2) stories above finish grade and none below such level.

4. In the Industrial District, there shall be no more than one (1) two-bedroom apartment per lot incidental to the commercial or industrial use. Except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

5. All ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** shall be subject to the applicable requirements of Section VII 2-2.

RESPONSE: Comment noted – see proposed amendment below (#8) proposed as an alternative to Proposed Amendment #5 (comma vs. semi colon).

Proposed Amendment (#8) to 03/04/08 Draft:

4. Apartment, Incidental to a Commercial Use and Industrial Use

Permitted in the Industrial I Districts and allowed by special permit in the General Business (GB) Districts as follows:

a. The use shall comply with the dimensional requirements stipulated in Appendix II for the commercial use provided:

1. The area of any lot shall provide not less than ten thousand (10,000) square feet of buildable upland for each apartment; except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** where the area of any lot shall provide not less than five thousand (5,000) square feet of buildable upland for each apartment.

2. In the GB District there shall be no more than four (4) apartments in one building; except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

3. There shall be living quarters of not more than two (2) stories above finish grade and none below such level.

4. In the Industrial District, there shall be no more than one (1) two-bedroom apartment per lot incidental to the commercial or industrial use; except for ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use***.

5. All ***Affordable Apartment, Incidental to a Commercial Use and Industrial Use*** shall be subject to the applicable requirements of Section VII 2-2.

HR COMMENT 11: ***Final question at this time****: Do you want to present each Section separately for a vote, in the event one Section is not understood and/or acceptable to Town Meeting, the whole will not fail.*

RESPONSE: This would be the Board's policy decision. From a functional standpoint, distinct "stand-alone" articles for Affordable Accessory Apartments (Section 2 though 2-4), Affordable Dwellings, Mandatory Provision (Section 2-5), Apartments Incidental to Commercial Industrial (Section 4) and Guest Units (Section 12) could be formatted individually if the Board desires.

Cape Cod Commission (CCC) – via Letter – 02/20/08

CCC COMMENT 1: ***Definition of Affordable Price (2-1.)*** *- My primary policy concern is that one component of the definition of affordable price will result in both rents and home prices that are in fact unaffordable to low income households, i.e. those at 80% of area median income or below. The common standard that both the County HOME Consortium and state agencies use for the pricing of affordable units is that housing costs, rather than rent or mortgage payment,*

not exceed 30% of a household's gross income. Housing costs for rental units include rent and utilities; while housing costs for ownership units include mortgage principal and interest, property taxes, property insurance, mortgage insurance, and condominium and/or homeowners' association fees.

For ownership projects, the current definition results in a price that is not really affordable to a low income household. For a three bedroom home, using the standard methodology results in an affordable price of about $163,000, while using the definition as is (mortgage and not the other $400 or so in monthly housing costs) results in a price of about $214,000. Since the state LIP Guidelines use total housing costs and since one of the purposes of the bylaws is to qualify units on the Subsidized Housing Inventory, the definition as written may be problematic in getting the state to count the units. Finally, when lending institutions determine their ratios for how much house a buyer can afford, they also include all housing costs- not just the mortgage expense- in the housing to income ratio.

For rental projects, the rent and utilities should be calculated into what is an affordable price. By not including the $125- $175 per month in typical utility costs, the actual amount that a low income household will pay will be in excess of the 30% standard. In addition, while setting rental pricing at 70% provides consistency with how ownership pricing is done, it will be a new calculation as no state or federal rental housing program calculates rents at the 70% income level. For somewhat easier program administration, the Town could set the affordable rent at a common standard such as the fair market or HOME program rent that are readily available.

I strongly recommend use of housing cost as the standard and either include the description of housing costs in this definition or include it as a separate definition.

Public Hearing Draft Text – Page 2, Section 2-1.

> **Affordable Price**, used in reference to a dwelling unit, means a monthly rent or mortgage payment which does not exceed 30% of the gross monthly income of a household whose income is 70% of the median income for Barnstable County as reported by the United States Department of Housing and Urban Development (HUD).

RESPONSE: Comments noted. Please see Proposed Amendment #9 below, which includes the current standards that both the County HOME Consortium and State agencies use in determining affordable price.

Proposed Amendment (#9) to 03/04/08 Draft:

> **Affordable Price**, used in reference to a dwelling unit, means ~~a monthly rent or mortgage payment~~ ***housing costs*** which do~~es~~ not exceed 30% of the gross monthly income of a household whose income is 70% of the median income for Barnstable County as reported by the United States Department of Housing and Urban Development (HUD).
>
> *Add following new definition:*

Housing Costs, for rental units include rent and utilities; while housing costs for ownership units include mortgage principal and interest, property taxes, property insurance, mortgage insurance, and condominium and/or homeowners' association fees.

CCC COMMENT 2: ***Owner Occupancy (2-4.-B.2.c)*** *- While I certainly understand the property management benefit of requiring that the owner live in one of the units, if one of the intents of the bylaw is to increase affordable rental opportunities in town, then that purpose is constrained by eliminating this option to the nearly half of the units in town that are for seasonal use. There very well may be seasonal owners who would welcome the opportunity of adding an affordable unit in exchange for the added security that having a tenant on site might provide.*

Public Hearing Draft Text – Page 6, Section 2-4.B.2.c.

a. The owner of the property must dwell in either the apartment or in the principal dwelling unit and shall not rent both the apartment and principal dwelling unit at the same time.

RESPONSE: The implied policy decision in the proposed changes to not remove this requirement as it currently exists lies in concerns of potential problems with absentee landlords if the provision is removed. This is an area that could be revisited in the future if all the proposed components (zoning changes and technical assistance) of the Affordable Accessory Apartment Program prove to be successful and generate units that count towards the 10% in a manner that is acceptable to the Community.

CCC COMMENT 3: ***Additional Units (2-5.E.1.)*** *- Most incentive or inclusionary bylaws in the state explicitly state whether a density bonus is allowed in order for the applicant to comply with the affordability requirement. While I understand the Board's desire for flexibility in this area, one theme that the CCC has been hearing from applicants is a desire for predictability and consistency in the review process. If the Board wants to retain the flexibility of "may," then I would strongly encourage the Board to include some clear criteria in the Rules and Regulations referenced in 2-5.F.1 of the circumstances under which the Board would allow additional units.*

Public Hearing Draft Text – Page 2, Section 2-1.

1. Review Criteria

In addition to addressing the applicable Special Permit criteria in Section VIII.C.4., when considering a Density Bonus the Planning Board shall evaluate, as appropriate, the following:

RESPONSE: See Proposed Amendment #3 for change to Density Bonus section modeled on Cambridge/Massachusetts Smart Growth Toolkit examples.

CCC COMMENT 4: ***Marketing Plan (2-5.F. 3)*** *- Rather than adding another new responsibility to the Board, it would seem to make sense to have the LPA, rather than the Board, approve any marketing plan.*

Public Hearing Draft Text – Page 14, Section 2-5.F.3.

3. Marketing Plan

The selection of qualified purchasers or qualified renters shall be carried out under a marketing plan approved by the Planning Board. The marketing plan must describe how the applicant will accommodate local preference requirements established by the Board of Selectmen, and federal or state fair housing laws.

RESPONSE: Comments noted. Please see Proposed Amendment #10 below.

Proposed Amendment (#10) to 03/04/08 Draft:

3. Marketing Plan

The selection of qualified purchasers or qualified renters shall be carried out under a marketing plan approved by the ~~Planning Board~~ ***LPA***. The marketing plan must describe how the applicant will accommodate local preference requirements established by the Board of Selectmen, and federal or state fair housing laws.

CCC COMMENT 5: ***Purchase of Units (2-5.F.4.)*** *- For ownership projects, allowing the applicant to sell the units to the Town or some other entity is simply adding to the cost by having two closings along with the carrying costs that the intermediary owner will incur. As long as the applicant builds, markets, and sells the unit to an eligible buyer in accordance with state and Town-approved guidelines, then the goals of the bylaw are achieved and in the most cost efficient manner. This option makes more sense for rental projects in which the Board desires the unit to be owned and managed by a public or non-profit entity.*

Public Hearing Draft Text – Page 14, Section 2-5.F.4.

4. Purchase of Units

Developers may sell ***affordable*** units to the Town of Chatham, the ***Chatham Housing Authority***, or to any non-profit housing development organization that serves the Town of Chatham, in order that such entity may carry out the steps needed to market the ***affordable*** housing units and manage the choice of buyers.

RESPONSE: Comments noted. Please see Proposed Amendment #11.

Proposed Amendment (#11) to 03/04/08 Draft:

4. Purchase of Units

Developers <u>of rental projects</u> may sell ***affordable*** units to the Town of Chatham, the ***Chatham Housing Authority***, or to any non-profit housing development organization that serves the Town of Chatham, in order that such entity may carry out the steps needed to market the ***affordable*** housing units and manage the choice of buyers.

<u>William Montague (WM) – via Letter – 02/27/08</u>

<u>WM COMMENT1</u>: Section VII.4. – Changes

My family has lived on Middle Road in South Chatham for 30 years. We are abutters to Commerce Park, and have raised three children. We're familiar with both the needs of children, and with business operations in an Industrial District. I am concerned about the wisdom of developing affordable housing in commercial or industrial districts.

Businesses located in Industrial districts typically devote nearly all available space for buildings, vehicles, equipment and storage. This is especially true in smaller lots. A ¼ acre (10,000 sq ft) lot typically has no unused space other than the setback -- if that.

A single 2-bedroom apartment in a ¼ acre lot will probably require parking for 2 adults. Two 2-bedroom apartments in that lot probably need parking for 4 adults. I question whether a lot of that size can be responsibly developed to provide adequate space for 4 residential vehicles, commercial vehicles, employee parking, building(s), equipment, and storage. Based on observation, it's difficult enough, even without the apartments.

We need affordable housing for individuals, couples, and families. Two-bedroom apartments are typically occupied by couples or small families. In an industrial lot there is nowhere for children to play outdoors other than the parking area, the road, or the narrow setback. Is that a physically and emotionally safe and appropriate environment for children?

We certainly need more affordable housing on the Cape and should do everything reasonable to encourage its development. At the same time, we should use common sense. Encouraging the development of affordable housing in commercial or industrial districts does not seem like a step in the right direction. Families, especially those with children, deserve real neighborhoods that are safe and healthy environments.

<u>RESPONSE</u>: As currently applicable to any development in either Commercial or Industrial Zoning Districts, adequate parking will be required for all uses (primary and accessory) proposed on a site. The distribution of all proposed primary site components (building coverage, open space and parking) on a lot will determine if in fact additional units could

be placed on such lots. The proposal is a reduction in the required Buildable Upland from 10,000 to 5,000 s.f. when an affordable unit(s) is part of the proposed use mix on a site.

Concentrating and encouraging mixed uses that integrate commercial uses and homes is consistent with the *Comprehensive Plan* and the State's *Sustainable Development Principles* (aka Smart Growth), by reusing existing sites, structures and infrastructure, rather than promoting new construction in undeveloped areas.

Regarding the location of housing in Industrial District, the Zoning Bylaw already allows this by right and any new residential dwellings located in these areas would need to meet all applicable building code, public health and safety requirements. The rationale for the proposed location of affordable housing in the Industrial Districts is based upon the fact that residential use is already allowed (by-right) as noted above and the nature of "industrial" uses in Chatham are at a scale and intensity generally compatible with residential use. Additionally, the corresponding proposal to remove the two (2) bedroom restriction for affordable units if proposed to allow/promote the creation of affordable one (1) bedroom units targeted towards working singles and couples w/o children. The need for affordable one (1) bedroom units has been identified as a need by the updated affordable housing needs survey completed in late 2006.

With the limited availability of land to site affordable housing in Town, all options that balance a wide range of community goals are being considered. The overall desirability of locating residential uses, particularly those involving families, in an Industrial District is a valid policy question for the Planning Board to discuss in response to your comment.